

**Michigan Sugar Company Invitation to Bid:
Tare Sample Collection & Transportation**

Project Description

Michigan Sugar Company (“MSC”) is soliciting bids for the 2020 and 2021 campaign seasons tare sample collection and delivery to the Bay City Tare Sample Room located at 2600 South Euclid Avenue, Bay City, MI 48706.

Bid or Proposal Due Date

Friday, July 3, 2020

Project Locations

- Albee - 11393 Albee Road, Burt, MI 48417
- Au Gres - 215 East Herman Road, Au Gres, MI 48703
- Blumfield - 181 North Gera Road, Reese, MI 48757
- Breckenridge - 875 East Monroe Road, Wheeler, MI 48662
- Caro - 819 Peninsular Street, Caro, MI 48723
- Croswell - 159 South Howard Street, Croswell, MI 48422
- Deckerville - 2140 Stoutenburg Street, Deckerville, MI 48427
- Hope - 5750 North Meridian Road, Hope, MI 48628
- Meade - 400 Limerick Road, Kinde, MI 48445
- Ruth - 7049 East Atwater Road, Ruth, MI 48470
- Sandusky - 1310 East Sanilac Road, Sandusky, MI 48471
- Sebewaing - 769 North Beck Street, Sebewaing, MI 48759
- Verona - 251 North MacDonald Road, Harbor Beach, MI 48441

Project Specifications

1. The Contract will be awarded for the 2020 and 2021 MSC campaign seasons. Tare sample transportation typically begins in early August and ends by late November.
2. Payment to the Contractor will be based on the hours worked.
3. Contractor is responsible for handling and transporting any and all items related to the tare samples including: empty totes, tare bags, tare tickets, tare ticket bags, and zip ties to all of the properties listed above and picking up full totes to be delivered back to the Bay City Tare Sample Room.
4. Contractor is responsible for timely collection and delivery of totes on a daily basis or as determined by MSC. Totes to be picked up by 11:00 PM daily and delivered to the tare facility between 10:00 AM and 11:00 AM the following morning.
5. MSC will provide equipment for the loading and unloading of totes. The Contractor is responsible for the operation of this equipment. Contractor acknowledges that totes on average weigh anywhere from 1,000 to 1,300 pounds when they are full.
6. Contractor is responsible to pay for the cost to replace or repair any tote that is lost or damaged.

BIDS MUST BE RETURNED BY JULY 3, 2020

7. Project performance (tare sample collection and delivery) will be at time periods determined by MSC.
8. Any additional cost not specifically referenced in these Project Specifications and incurred during tare sample pickup and delivery shall be the responsibility of the Contractor, including, but not limited to, costs that are related to events, conditions, or occurrences during transfer, non-foreseeable problems that may arise during transfer, as well as consequential and incidental cost associated with accidents, mishaps, loss of beets/totes, and clean-up of accidents.
9. Contractor will perform all work in a lawful and workmanlike manner and in accordance with these specifications.
10. Insurance. Contractor will be required to procure and maintain during the term of the Contract (a) Workers' Disability Compensation Insurance as required by the laws of the State of Michigan; (b) Automobile Liability Insurance covering owned, hired, and non-owned vehicles with a limit of not less than two million (\$2,000,000.00) per accident for bodily injury and property damage; and (c) commercial general liability insurance and occurrence basis, including products and completed operations, property damage, and bodily injury with limits of no less than two million (\$2,000,000.00) per occurrence. Contractors shall assure that MSC, its officers, officials, and employees are covered as additional insureds under the policies of insurance Contractor procures in order to meet the obligations under the Contract. Contractor shall also share that such insurance policies contain appropriate endorsement providing coverage to Contractor and for the benefit of MSC of Contractors' indemnity obligation set forth in these specifications. Contractors' insurance coverage shall be primary.
11. Indemnity. Contractor will defend, indemnify and hold harmless MSC and its employees from and against any and all claims, damages, loss and expense arising out of Contractors' performance of the Contract. The obligation shall survive the termination of the Contract.
12. Independent Contractor Relationship. Contractor is and shall be in the performance of all work, services, and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of MSC. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the Contractors sole direction, supervision, and control as otherwise set forth in the Contract. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractors' relationship, and the relationship of its employees, to MSC shall be that of an independent Contractor.
13. Termination. MSC reserves the right, in its sole discretion, to terminate the Contractors services, with or without written notice.

Notice to Bidder

Each bid or proposal will be submitted with the understanding that acceptance in writing by MSC of the offeror to furnish the service and equipment described therein shall constitute a Contract between the successful bidder or offeror and MSC, which shall bind the bidder or offeror to furnish and deliver the services and equipment at the bid and proposal prices in accordance with the bid specifications, general conditions and general requirements of the proposal specification as set forth below or subsequently added or made a part thereof by MSC.

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Conditional bids or proposals, or those which take exception to the specifications, will be considered non-responsive and may be rejected unless a specific approval from MSC is requested in writing by the bidder or offeror at least three (3) business days prior to bid or proposal due date.

All other eligible bidders or offerors are to be notified of any approved exceptions to the specifications. MSC reserves the right to accept any bids or proposals, or to reject any and all bids or proposals or postpone bid or proposal due date or to Contract on such basis as MSC deems to be in its best interests.

Michigan Sugar Company, by written notification to Contractor, may make minor changes to the Contract terms. Minor changes are defined as modifications which do not substantially alter the scope, nature, or price of the specified goods or services. Such changes typically include, but are not limited to: place of delivery, method of loading or shipment, and administration of the Contract. Contractors shall not amend provision of the Contract without written notification to Michigan Sugar Company and written acceptance from Michigan Sugar Company. The understanding set forth in this paragraph shall become part of the Contract.

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Contractor Information

Company

Owner Name

Address

City, State Zip

Preferred Phone

Email

Project Bid

Bid:

Total (\$/Hour)

Company Authorization

Company

Signature

Date



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